

Warranty Conditions of IGM nástroje a stroje s.r.o.

1. Warranty - liability for defects

The Seller or the contractor is responsible by law in respect of contracts for pecuniary interest (sales contract, contract for work and services etc.) that the goods or delivery do not have any defects at the moment of the handover. The responsibility applies to all sections (With exceptions to point 3.) and also to costs of work, shipment and travel costs. Liability for any consequential damages is excluded.

Consumer buyer in the EU - Legal liability for defects for the period of 2 years from the date of billing.

Commercial buyer in the EU - Legal liability for defects for the period of 6 months from the date of billing. In a one-shift operation.

Consumer buyer outside the EU - Legal liability for defects is set according to the country's regulations.

Commercial buyer outside the EU - Legal liability for defects is set according to the country's regulations.

2. Additional voluntary warranty

In comparison with a liability for defects, which is valid by law, the additional voluntary warranty is an assumed voluntary commitment that goods or services beyond the statutory liability for defects will remain without defect for a certain period of time. The guarantee only covers the mechanical parts (with the exceptions to point 3.) and does not cover the costs of work, shipment, or travel costs. Liability for any consequential damages is excluded.

Machines and power tools

The Seller provides a guarantee for a period of 2 years or up to 3000 operating hours for the professional category, 2000 operating hours for the trade category and 200 operating hours for the hobby category, for the parts of mechanical components (With exceptions to point 3.)

Tools

The Seller provides a guarantee for the period of 2 years (with exceptions to point 3.) and a lifetime guarantee for the CMT Industrial saw blades, but only if the buyer uses the services of an authorized re-sharpening centre for the needs of re-sharpening, repair and maintenance. A lifetime guarantee is a time when the buyer holds the product with original blades in their possession, but no longer than 2 years from the end of the product's manufacturing. The lifetime guarantee applies only to products that are branded with a lifetime warranty in the current catalogue.

Accessories and Jigs

The Seller provides a guarantee for the period of 2 years (with exceptions to point 3.).

Used Goods

Only liability for defects applies to used goods, that is 1 year for the consumer buyer in the EU and 3 months for the commercial buyer in the EU from the date of billing.

3. Exceptions to Warranties and Guarantees

- If, at the time of delivery, no defect occurred and/or was not present.
- In a case of damage to the goods during transportation (these damages, have to be

discussed with the carrier upon acceptance, all dispatched goods are insured).

- Defects caused by improper use or overload (classification of use hobby, trade, professional production, industrial production).
- Defects caused by improper installation, improper commissioning, handling, operation or improper storage or negligence of the goods.
- In case of a failure to comply with the prescribed installation instructions (machine base, provision of voltage, provision of compressed air, vacuuming).
- If the defect occurred due to mishandling or was caused by an external element (e.g. scratches, dents, distortions etc.).
- The Seller doesn't assume responsibility for any consequential damages (even in the case of unpredictable damage).
- The Seller doesn't assume responsibility for wear and tear appearance caused by daily use (e.g. paint damage, scratches etc.).
- Neither assumes responsibility for any defects caused by contamination.
- Neither assumes responsibility for the defects caused by a failure to follow the operating or maintenance instructions or defects that originated when using the goods in conflict with the instructions or with the conventional use.
- Neither assumes responsibility for components (e.g. bearings, belts, toothed segments, threaded rods, threaded nuts, cogs, gears, chip breakers) as well as plastic components (e.g. handles, knobs, levers, stickers, cap covers, squeegees, rollers, rubber rollers).
- Neither assumes responsibility for any defects caused by modifications, repairs, sharpening and improper handling not carried out by authorized personnel of the Seller or an authorized service shop or re-sharpening shop of the Seller.
- Neither assumes responsibility for defects resulting from corrosion, fire or water damage.
- Neither assumes responsibility for defects resulting from external influences such as a 2-phase run, electrical protection, undercurrent, overvoltage, lightning hit...
- Neither is liable in accordance with applicable regulations for motors, electrical switches, electrical control boards etc.

4. The Procedure of claim and process of a complaint

The buyer is obliged to deliver the goods and the tax receipt replacing the warranty certificate (invoice, bill), or a warranty certificate, or provide information to identify their purchase agreement (information about the buyer, order number, etc.). It is recommended to provide sample materials, other technical information like rotation speed, feed speed, material removal, processed amount, workpiece material and other important details, that might help to speed up the complaints procedure.

The seller's staff will assess the claimed defect and decide on the soundness of the claim as soon as possible. The period for assessment may be prolonged in the case an expert evaluation is needed. The staff will draw up a claiming protocol with the buyer, stating the acceptance date, content and the estimated time of claim settlement and, when consumer buyer is concerned, the type of sought claim settlement.

After assessment of the claim, the seller informs the buyer of the manner of settlement, and of the

date of repair or replacement, or eventually gives a written reason for rejecting the claim.

In the case of an unjustified complaint, the buyer will cover all costs of transportation, expert evaluation, defect localization and possible repair costs.

If the buyer fails to take over the goods within 30 days after receiving a notice of the claim settlement, they will be charged with a storage fee of 5.00 EUR excl. VAT for a machine and 2.00 EUR excl. VAT for other goods for each day from the day of notification until they take over the goods. The buyer will be informed in a form of a notice given by one of the means of communication. If the buyer fails to take over the goods, until the day the storage fees exceed the price of the goods, the goods themselves will be used to pay for the storage fee.

5. General Warning

The period of Warranty and Guarantee begins with the buyer taking over the goods. In the case the goods are not taken over in person, the taking over of the goods is considered to be the Seller's handing of it to a carrier if the buyer is not a consumer. In the case of the consumer buyer, the taking over of the goods is considered to be the moment of the buyer taking the goods from the carrier.

Additional agreements must be in the form of writing, oral promises are not valid.

A prerequisite for any liability for defects is full payment of the purchase price and the necessity to comply with the following regulations:

- Read the instructions before the start-up of operations.
- All protective materials are to be carefully removed.
- Respect the conditions of transport.
- Notice of damage during transport is to be made immediately.
- Comply with the proper conditions for storage and conservation.
- Comply with the operating instructions installation, use the machine for its intended purpose.
- Comply with the operating instructions.
- Comply with the instructions for maintenance and treatment (especially of time intervals).
- Use the original parts of the Seller.

At the request of the Seller, the buyer is obligated to return the goods and/or the defective part at their cost, cleaned and packed for transportation.

These Warranty Conditions come into effect on the 22/1/2019 and fully cancel the Warranty Conditions from 16/8/2015.

IGM nástroje a stroje s.r.o.
V Kněžívce 201, CZ-25267 Tuchoměřice
T: +420 220 950 910
E: sales@igmttools.com